



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID # 58-10
BLANKET ORDER FOR GLOVES**

Sealed bids addressed to the City of Rockville, Maryland for **GLOVES** will be received at the Purchasing Office, Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until **02:00 PM (EST), TUESDAY, JUNE 01, 2010.**

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

Bid sheets shall be submitted in a sealed envelope. The face of the envelope shall contain the date and time of bid opening and bid number.

BID DOCUMENTS

Solicitations are available several ways:

1. By downloading the Document from the City website at <http://www.rockvillemd.gov> Click on bids and proposals
2. Call us at (240) 314-8430 and we will mail the IFB or RFP to you, or
3. You may visit the Purchasing office and pick up a bid or proposal packet between the hours of 8:30 a.m.–5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, MD 20850

SUBMISSION OF BID

All bid sheets must be executed and submitted in a sealed envelope in duplicate (do not include more than one bid per envelope). The face of the envelope shall contain the date and time of bid opening and bid number.

AWARD

Award will be made to the lowest responsive and responsible bidder(s) complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article the Annotated Code of Maryland, corporations not incorporated in the State shall be registered

with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation."

Bidders must supply with their bids their US Treasury Department Employers' Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN PART OR FULL AND TO WAIVE ANY TECHNICALITIES OR INFORMALITIES AS MAY BEST SERVE THE INTERESTS OF THE CITY.

ANY INDIVIDUAL WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS DOCUMENT IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT (240) 314-8100 TDD (240) 314-8137.



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**

NON-CONSTRUCTION -7/07

1. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number. The following forms must be submitted:

- Bid proposal page(s) in duplicate
- Non-collusion/non-conviction affidavit
- Reference sheet
- Other forms as required in the bid document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. Bids will be publicly opened after the time set for receipt and read aloud. Bidders may attend bid openings.

3. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. In determining the responsibility of a bidder, the following criteria may be considered:

- The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- Such other information as may be secured by the City having a bearing on the decision to award the contract.

4. **ADDENDA** All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:

- List the number of the addenda on the proposal sheet
- Return a copy of the addenda with the bid
- Initial in person at City Hall receipt of the addenda

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within forty-five (45) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.

9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

- 10. INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
- 11. TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
- 12. INTERPRETATION** Any questions concerning conditions and specification shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specifications.
- 13. MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
- 14. PRICES** Bids must be submitted on a firm fixed price, F.O.B. destination basis only, unless otherwise specified herein.
- 15. DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Cash discounts will not be considered in determining the lowest net cost for bid evaluation purposes.
- 16. DELIVERY** All time limits stated in the contract documents are of the essence. The contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- 17. REFERENCES** References may be required prior to award.

- 18. PAYMENT** Payment will be made upon receipt of an accepted invoice, submitted in duplicate to:

City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number. Payment will be made upon inspection and/or testing of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

- 19. DELAYS/EXTENSION OF TIME** If the contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

- 20. NO DAMAGES FOR DELAY** The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the contractor.
- 21. TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

22. TERMINATION FOR CONVENIENCE The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.

23. CHANGES The City, without invalidating the contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

24. EXTRA COSTS If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

25. BRAND NAME OR EQUAL Identification of an item by manufacturer's name, trade or brand name, or catalog number are for information and establishment of a quality level desired and are not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specifications, unless brand name only is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal form what is being proposed and forwards with the bid complete descriptive literature indicating

how the characteristics of the article being offered will meet specifications. The City reserves the right to accept or reject items offered as an "equal"

26. GUARANTEE All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract Manager before final payment is made.

The contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

27. DEFECTIVE SUPPLIES/SERVICE Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the contractor.

28. LEGAL REQUIREMENTS All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

29. SUBCONTRACTING When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

30. RESERVATIONS The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

31. AUTHORITY OF THE CITY MANAGER IN DISPUTES

Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the contractor in writing of his determination. The contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the contractor shall proceed diligently with performance under the agreement signed by the City and the contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

32. INDEMNIFICATION OF THE COUNCIL

The contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the contractor, or subcontractors or agents of the contractor.

33. NO LIMITATION OF LIABILITY

The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor.

34. MISCELLANEOUS PROVISIONS

The City and the contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due hereunder without the previous written consent of the City.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

35. EQUAL EMPLOYMENT OPPORTUNITY

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the contractor will permit access to the contractor's books, records and accounts. If the City Manager concludes that the contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

36. LANGUAGE

If applicable, the contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the contractor's employees or agents are at the site.

37. ASSIGNMENT

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the City.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	<u>Endorsements and Provisions</u>
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

NAME OF BIDDER_____

RETURN THIS FORM IN DUPLICATE

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

NAME OF BIDDER_____

RETURN THIS FORM IN DUPLICATE

1. **SCOPE**

Blanket Order to provide gloves as specified below for the City of Rockville's Stockroom. Blanket Order shall be from date of award through June 30, 2011.

2. **SPECIFICATIONS**

The specifications listed on the attached "Bid Proposal (Quote Sheet) Form" are meant to be descriptive rather than restrictive and are provided to communicate the end-user's minimum requirements. Other manufacturer's equivalents will be considered provided they are found to be equal, or better than the specifications provided. The City of Rockville reserves the right to decide if any alternates offered are equal to those specified. The City's decision is final.

Bidders are cautioned to read carefully the specification(s). Bidders must direct our attention to any exceptions to specifications, even though your catalog or specification sheet may or may not list specifications for your product. If bidding on other than referenced, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid.

3. **QUANTITIES**

All quantities listed are estimates only and are not a guarantee of purchase. Any unreleased quantities will be automatically cancelled on June 30, 2011. Orders will be phoned or faxed in on an "as needed" basis.

4. **FREIGHT/TRANSPORTATION**

Prices shall be quoted F.O.B.: City of Rockville, Rockville, Maryland (i.e. – if charging freight, it must be included within the unit bid price). Delivery location will be the City's Stockroom, 14625 Rothgeb Drive, Rockville, Maryland, 20850. Vendor shall be responsible for off-loading shipments from delivery truck(s).

5. **DELIVERY**

Delivery of order(s) is desired within ten (10) working days from placement of order(s). Ability to meet this delivery requirement may be a factor in the award, as well as, a factor in determining non-performance.

6. **ORDERS**

Upon award orders will be scheduled, or placed that refer to your bid. All invoices must reflect price(s) quoted and must reflect the Purchase Order Number issued by the City of Rockville.

7. **FIXED, FIRM PRICING**

Prices shall remain firm. Show unit price on each item, as quantities may be increased or decreased within reasonable limits. In case of errors in price extension, unit prices shall govern.

8. **INVOICING**

Vendor shall be responsible for clearly identifying all items on all invoices by using descriptive words (Example: Glove, Leather, Product # 12345-6789). Also, item number from a resulting purchase order must be on all invoices, bills and receipts.

NAME OF BIDDER_____

RETURN THIS FORM IN DUPLICATE

9. **RE-STOCKING**

The City of Rockville reserves the right to return a stocked item within ten (10) days if they find they may have requested the wrong item. Full credit shall be given to the City if the item returned is indeed a stocked item. The City shall be responsible for returning merchandise in the original packaging. Should it become necessary for the City to return a non-stock item due to the City's error, then the vendor may charge no more than a fifteen percent (15%) restocking fee to the City. Reimbursement for the item(s) that are returned because they are found to be faulty will be the vendor's responsibility with his supplier. The City shall receive full credit for all such items.

10. **BID AND CONTRACTUAL CONTACT**

Technical, bid and contractual questions should be addressed to:

Mr. Jonathan Pierson, C.P.M., Contract Specialist
 Telephone Number: (240) 314-8433
 Email: jpierson@rockvillemd.gov

The individual listed above may be telephoned or visited for clarification of the specifications only. No authority is intended, or implied that specifications may be amended, or alternates accepted prior to bid opening without written approval.

11. **TERM**

Blanket Order shall be from date of award through June 30, 2011.

12. **MULTIPLE AWARDS**

The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the City. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

To ensure receipt of item as soon as possible, the City of Rockville may make two (2) awards one to a primary source and one to a secondary source of supply. The lowest most responsive, as determined by the City may be designated the primary source of supply. The secondary source will be the next lowest most responsive bidder, as determined by the City. The primary source will always be contacted first when items are required. If the item is not available from the primary source, then the secondary source will be contacted.

13. **OTHER SOURCES OF SUPPLY**

In the event items are not available from either source the City of Rockville reserves the right to purchase the items from other sources of supply.

14. **BID EVALUATION**

The City of Rockville reserves the right to decide, if any alternates offered are equal to those specified. The City's decision is final.

The City reserves the right to award like items to vendor rather than by low bid per line item if in the City's best interest

All offers must be on bid forms and attachments provided, any other format may be grounds for disqualification of your bid.

NAME OF BIDDER_____

RETURN THIS FORM IN DUPLICATE

The City reserves the right to accept or reject any or all bids, to waive informalities and technicalities, to accept the offer considered most advantageous and award the bid to the lowest, most responsive bidder. Additionally, all bidders are hereby notified that the City shall consider all factors it believes to be relevant in the selection of the lowest most responsible bidder including, but not limited to the ability to perform the agreement for the City.

Terms and conditions attached by bidder and references on the face of the bid response will be considered in making the award. Accordingly, the inclusion of any additional terms or conditions that conflict with State law, City Rules, the advertised terms, conditions and specifications, as well as those imposing additional requirements, may be cause for the bid to be disqualified.

15. **PAYMENT**

Payments for individual orders will be made with a City of Rockville procurement card, and/or Net 30, in full, upon receipt and acceptance of each order and receipt of a correct invoice.

16. **RENEWAL**

This agreement may be renewed for four (4) additional years, one (1) year at a time with all terms, and conditions remaining the same.

Unit prices quoted are to be firm through June 30, 2011. A request for a price adjustment is subject to approval or rejection by the City. A request for a price adjustment from a contract will not be approved unless the contractor submits to the City sufficient justification to support the Contractor's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve (12) month period immediately prior to the date of the request.

The request shall be based upon the CPI for all urban consumers issued for the Washington, D.C. Metropolitan Area by the United States Department of Labor, Bureau of Labor Statistics for the specific commodity or service group being provided by the Contractor under this contract as listed on the bid quotation coversheet. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price adjustment may only be approved prospectively by a written contract amendment executed by the City. The price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request.

17. **CANCELLATION**

Upon award, any order is subject to cancellation, without penalty either in whole or in part, if funds are not appropriated.

The City reserves the right to immediate cancellation due to non-performance.

The City reserves the right to cancellation with ten (10) days written notice.

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE



**CITY OF ROCKVILLE
BID PROPOSAL (QUOTE SHEET) FORM
INVITATION FOR BID # 58-10
BLANKET ORDER FOR GLOVES**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED **IN DUPLICATE**

VENDOR AGREES TO PROVIDE GOODS AS SPECIFIED IN THIS BID, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS BID AT THE PRICES QUOTED ON THIS FORM.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
------	-------------	----------	------------	-------------

- | | | | | |
|----|---|-------------|----------|----------|
| 1. | Glove, Side Split Leather, Gunn Cut, All Accessories, Yellow Back And Safety Cuff, One Size Fits All. | 2,400 PAIRS | \$ _____ | \$ _____ |
|----|---|-------------|----------|----------|

Packaging: _____

Stauffer # 16JY, or Equivalent (COR Stock # 20140-35010)

List Manufacturer & Model # Offered _____

- | | | | | |
|----|---|-------------|----------|----------|
| 2. | Glove, Jersey, Standard Weight, 100% Cotton, Brown, Knit Wrist, Clute Cut, 9oz, Men's One Size Fits All, 25 Dozen Pairs Per Case. | 7,500 PAIRS | \$ _____ | \$ _____ |
|----|---|-------------|----------|----------|

Stauffer # 720J, or Equivalent (COR Stock # 20139-30005)

List Manufacturer & Model # Offered _____

- | | | | | |
|----|---|-------------|----------|----------|
| 3. | Glove, Rubber, Fully PVC Coated, Yellow Color, Interlock Lining, Rough Grip Finish, Knit Wrists, One Size Fits All, | 1,800 PAIRS | \$ _____ | \$ _____ |
|----|---|-------------|----------|----------|

Packaging: _____

Stauffer # 1620YR, or Equivalent (COR Stock # 20142-35020)

List Manufacturer & Model # Offered _____

NAME OF BIDDER _____

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4. Glove, Disposable Latex, 5mil, 15 CASE \$ _____ \$ _____
 Palm Textured, Ambidextrous,
 Powder Free, Industrial Grade,
 Size Medium, 100 Gloves Box,
 10 Boxes Per Case.

Stauffer # 5055 M, or Equivalent (COR Stock # 34532-05023)

List Manufacturer & Model # Offered _____

5. Glove, Disposable Latex, 5mil, 30 CASE \$ _____ \$ _____
 Palm Textured, Ambidextrous,
 Powder Free, Industrial Grade,
 Size Large, 100 Gloves Box,
 10 Boxes Per Case.

Stauffer # 5055 L, or Equivalent (COR Stock # 34532-05025)

List Manufacturer & Model # Offered _____

6. Glove, Disposable Latex, 5mil, 30 CASE \$ _____ \$ _____
 Palm Textured, Ambidextrous,
 Powder Free, Industrial Grade,
 Size X-Large, 100 Gloves Box,
 10 Boxes Per Case.

Stauffer # 5055 XL, or Equivalent (COR Stock # 34532-05027)

List Manufacturer & Model # Offered _____

SAMPLES

Bidders may be required to submit a sample(s) for review, inspection, and testing. If the sample is found to be acceptable, it will become part of the first order. If the sample is found to be not acceptable, it shall be the bidders responsibility to remove the sample from City property within thirty (30) days; otherwise, the City will dispose of the sample. The City of Rockville reserves the right to decide if samples are acceptable or unacceptable. The City's decision is final. Failure to provide sample(s) within five (5) days from request may disqualify your bid.

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

DELIVERY

Confirm ability to meet delivery schedule in accordance with Section 5, Page 9:

Yes _____ No _____

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? _____

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: _____

EXECUTION

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN_____
Signature

(SEAL)

Date_____
Print Signature

WITNESS: _____

Signature_____
Print Signature**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

BY: (SEAL)

Member Signature_____
Date_____
Print Signature

TITLE: _____ WITNESS: _____

Signature_____
Print Signature

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature**REMITTANCE ADDRESS** (if different than above)_____
Street and/or P.O. Box_____
City_____
State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the bid.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

A F F I D A V I T**I hereby affirm that:**

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Name of Firm _____

Signature and Title _____

Printed Name _____ **Date** _____

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

Metropolitan Washington Council of Governments

Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS CHIEF PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ Alexandria, Virginia
☐ Alexandria Public Schools
☐ Alexandria Sanitation Authority
☐ Arlington County, Virginia
☐ Arlington County Public Schools
☐ Bladensburg, Maryland
☐ Bowie, Maryland
☐ Charles County Public Schools
☐ College Park, Maryland
☐ Culpeper County, Virginia
☐ District of Columbia
☐ District of Columbia Courts
☐ District of Columbia Public Schools
☐ District of Columbia Water & Sewer Auth.
☐ Fairfax, Virginia
☐ Fairfax County, Virginia
☐ Fairfax County Water Authority
☐ Falls Church, Virginia
☐ Fauquier County Schools & Government, Virginia
☐ Frederick, Maryland
☐ Frederick County, Maryland
☐ Gaithersburg, Maryland
☐ Greenbelt, Maryland
☐ Herndon, Virginia
☐ Leesburg, Virginia
☐ Loudoun County, Virginia
☐ Loudoun County Public Schools
☐ Loudoun County Sanitation Authority
☐ Manassas, Virginia
☐ City of Manassas Public Schools

YES NO JURISDICTION

☐ Manassas Park, Virginia
☐ Maryland-National Capital Park & Planning Comm.
☐ Maryland Department of Transportation
☐ Metropolitan Washington Airports Authority
☐ Metropolitan Washington Council of Governments
☐ Montgomery College
☐ Montgomery County, Maryland
☐ Montgomery County Public Schools
☐ Northern Virginia Community College
☐ OmniRide
☐ Potomac & Rappahannock Trans. Commission
☐ Prince George's County, Maryland
☐ Prince George's Public Schools
☐ Prince William County, Virginia
☐ Prince William County Public Schools
☐ Prince William County Service Authority
☐ Rockville, Maryland
☐ Spotsylvania County Schools
☐ Stafford County, Virginia
☐ Takoma Park, Maryland
☐ Upper Occoquan Service Authority
☐ Vienna, Virginia
☐ Virginia Railway Express
☐ Washington Metropolitan Area Transit Authority
☐ Washington Suburban Sanitary Commission
☐ Winchester, Virginia
☐ Winchester Public Schools

Vendor Name _____ Revised 9/9/08

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

SAMPLE CONTRACT
For Machinery, Supplies, and/or Services

**STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR**

This Agreement, made this _____ day of _____, 20____, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____
hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum

of _____ dollars(\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

SAMPLE FORM – DO NOT RETURN

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) _____

_____ and the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____
MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.